

2nd Edition

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OFFICE OF THE SECRETARY
FEDERAL MARITIME COMM

ACL/WALLENIIUS AGREEMENT
FMC NO. 203-011261

Space Charter, Sailing and Cooperative
Working Agreement

232-011261-005



NOTE

This Agreement Was Last Republished
With Effect As From December 30, 1989.
It Will Expire On December 31, 2010
Unless Extended As Authorized.

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ARTICLE 1: FULL NAME OF AGREEMENT

The full name of this Agreement is: ACL/Wallenius Agreement (the "Agreement").

ARTICLE 2: PURPOSE OF AGREEMENT

The purpose of this Agreement is to continue space charter arrangements between Atlantic Container Line AB ("ACL") and Wallenius Lines AB ("Wallenius") by providing for the charter by Wallenius of space on the vessels of ACL and for coordination of vehicle carrying operations by Wallenius and ACL.

ARTICLE 3: PARTIES TO THE AGREEMENT

The Parties to this Agreement are:

Atlantic Container Line AB
50 Cragwood Road
South Plainfield
New Jersey 07080

Wallenius Lines AB
P.O. Box 17086
Swedensborgsgatan 19
S-104 62
Stockholm, Sweden

ARTICLE 4: GEOGRAPHIC SCOPE OF THE AGREEMENT

The geographic scope of this Agreement is trade between, on the one hand, U.S. Atlantic and Gulf ports (including U.S. St. Lawrence River and Great Lakes ports) and inland points or points reached by water transshipment via such ports and, on the other, ports in Europe (including the United Kingdom, Eire, and Scandinavia) and inland points or points reached by water transshipment via such ports ("the Trade").

ARTICLE 5: OVERVIEW OF AGREEMENT AUTHORITY

5.1 Under this Agreement, ACL and Wallenius may agree on the quantity of roll-on/roll-off space on vessels operated by ACL in the Trade to be space chartered by Wallenius and the compensation to be paid by Wallenius, which compensation may vary with market conditions and the level of Wallenius' freights earned from utilization of the space chartered.

5.2 The number of ACL vessels on which Wallenius may charter roll-on/roll-off space shall not exceed five, and ACL and Wallenius may agree on a charter of up to the full car capacity of each such vessel, approximately 20,000 square meters per voyage.

5.3 ACL and Wallenius may also agree on the scheduling requirements for the vessels on which Wallenius is chartering space, the coordination of cargoes handled by Wallenius with ACL cargoes, responsibility for cargo loss or damage, insurance, joint discussions with shippers where necessary, provisions of Bills of Lading and other documents and, in general, all commercial terms and operational matters affecting the transportation of cargo in the chartered space.

5.4 The Parties may agree on the extent to which they (and their related companies) will, for the duration of this Agreement, participate in the transportation in the Trade of the types of wheeled cargoes to be carried by Wallenius in space chartered pursuant to Article 5.1.

5.5 The Parties may agree on the employment, and the scope of duties and compensation, of agents for the Trade in the United States and abroad, which agents may be related to the Parties or

may be the Parties themselves, but this Agreement does not cover the establishment or operation of terminals.

5.6 Wallenius may subcharter space chartered under this Agreement, provided that any agreement that is subject to the Shipping Act of 1984, as amended (the "Act"), and that encompasses such sub-chartering between Wallenius and an ocean common carrier sub-charterer will be on file at the Federal Maritime Commission and in effect at the time. Cargo carried in space chartered under this Agreement shall move under Bills of Lading of Wallenius (or its sub-charterer) and Wallenius (or its sub-charterer) shall be responsible for filing/publishing such tariffs as are required by the Act for such cargo.

ARTICLE 6: OFFICIALS OF THE AGREEMENT AND DELEGATION OF AUTHORITY

Authority to execute and file this Agreement, any modifications thereof and any associated supporting information is delegated to (a) any officer or duly authorized representative of a Party and (b) legal counsel.

ARTICLE 7: MEMBERSHIP, WITHDRAWAL, READMISSION AND EXPULSION

Not applicable

ARTICLE 8: VOTING

Not applicable

ARTICLE 9: DURATION AND TERMINATION OF THE AGREEMENT

This Agreement shall remain in effect until December 31, 2010 unless the Parties agree to an earlier termination or an extension of its duration in conformity with the requirements of the Act.

Wherefore, the Parties have each authorized this Agreement to be executed as witnessed below.

WALLENIUS LINES AB

By: 

Name: Howard A. Levy

Title: Attorney-In-Fact

ATLANTIC CONTAINER LINE AB

By: 

Name: Howard A. Levy

Title: Atorney-In-Fact

New York, N.Y.
March 16, 1999